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U.S. DISTRICT COURT
DISTRICT OF WYOMING

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF WYOMING

UNITED STATES OF AMERICA, **Plaintiff,** **v.** **One Cessna Airplane, Model Number TU-206, bearing Tail Number N6214V and Serial Number U206-1189, and $259,717 United States Currency,** **Defendant-Property.** **SCOTT MICHAEL LEWIS,** **Claimant.**	**Civil No. 14-CV-00151-ABJ**

STIPULATION FOR COMPROMISE SETTLEMENT

Plaintiff United States of America, by and through Assistant United States Attorneys Eric Heimann and Levi Martin, and the claimant Scott M. Lewis, by and through his attorneys David Michael and Joe Bustos hereby stipulate and agree as follows:

1. On August 1, 2014, the United States filed a Verified Complaint for Civil Forfeiture *in rem* (Doc. 1) against the following Defendant-Property: **(1 – the Defendant-Airplane)** one Cessna airplane, model number TU-206, bearing tail number N6214V and serial number U206-1189, and **(2 – the Defendant-Currency)** $259,717 United States currency. The Complaint alleged that the Defendant-Airplane was forfeitable under 21 U.S.C. § 881(a)(4) because it was a conveyance which was used, and was intended for use, to transport, and to facilitate the transportation, sale, receipt, possession, and concealment of controlled substances which had been manufactured, distributed, dispensed, and acquired in violation of Title 21, Chapter 13, Subchapter 1, Section 841, *et seq.* The Complaint further alleged that the Defendant-Currency was forfeitable under 21 U.S.C. § 881(a)(6) because it constituted **(1)** moneys furnished and intended to be furnished by any person in exchange for a controlled substance in violation of Title 21, Chapter 13, Subchapter 1, Section 841, *et seq.*; **(2)** proceeds traceable to such an exchange; and **(3)** moneys used and intended to be used to facilitate any violation of Title 21, Chapter 13, Subchapter 1, Section 841, *et seq.*

2. On September 3, 2014, the claimant Scott M. Lewis, by and through his attorneys David Michael and Joe Bustos, filed claims asserting an ownership and possessory interest in all or part of the Defendant-Property. (Docs. 9 and 10.) Claimant Lewis timely filed his answer to the complaint on October 3, 2014. (Doc. 13.)

3. No other claims or answers have been filed in this action, and pursuant to Rule G(5) of the Supplemental Rules of Certain Admiralty Maritime Claims, Federal Rules of Civil Procedure, the time for filing a claim and answer in this action has passed.

4. On January 14, 2016, the grand jury for the District of Wyoming charged Claimant Scott M. Lewis with conspiracy and operating an unregistered aircraft in violation of 49 U.S.C. § 4606(b)(6)(A). *United States v. Lewis and Wiles*, No. 16-CR-019-J, Doc. 1 (D.Wyo.) (the Criminal Prosecution). Claimant Lewis pled guilty to operating an unregistered aircraft and was sentenced to probation on June 22, 2016. (Criminal Prosecution, Docs. 75, 104 and 106.) As part of the sentence, this Court forfeited the Defendant-Airplane. (Criminal Prosecution, Doc. 126.)

5. Claimant Scott M. Lewis stipulates that any interest in the Defendant-Airplane belonging to him was forfeited as part of his sentence in the Criminal Prosecution, and agrees that the Defendant-Airplane may be dismissed from this action without any effect upon the criminal forfeiture of the Defendant-Airplane.

6. The parties hereby agree to settle and compromise this action on the terms set forth in this stipulation. This stipulation, however, is not intended to be, and should not be construed as, an admission of wrongdoing, liability or fault by either Claimant Scott M. Lewis or the United States, its agents, servants, or employees. This settlement is entered into by all parties for the purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

7. Claimant Scott M. Lewis herby consents and agrees to the entry of a judgment of forfeiture on the Complaint for Civil Forfeiture *in rem* consistent with the following terms.

A. The United States shall return to Claimant Scott M. Lewis, by and through his attorney David Michael, the sum of $25,000 (twenty-five thousand dollars) via a payment made through the United States Treasury. Claimant acknowledges that the Debt Collection Improvement Act of 1996, as codified at 31 U.S.C. § 3716 and administered through the Treasury Offset Program (TOP), requires the United States Treasury to offset federal payments to collect certain delinquent debts owed by a payee to the United States, a United States agency, or a state government. Accordingly, Claimant Lewis acknowledges that the amount to be returned to him under this settlement agreement may be reduced by the amount of any such delinquent debt that the United States Treasury is required to collect through TOP.

B. Claimant Scott M. Lewis agrees that all right, title, and interest in the remaining Defendant-Property, approximately $234,717 (two hundred thirty-four thousand seven hundred seventeen dollars), shall be forfeited to and shall vest in the United States of America for disposition according to law.

8. Each party shall bear its own costs, attorney's fees, and expenses.

9. Claimant Scott M. Lewis hereby waives any and all claims relating to the seizure or forfeiture of the Defendant-Property (including any claims for lost profits or interest) that he has or might have against the United States of America (including without limitation the United States Department of Justice, the United States Marshal Service, the Federal Aviation Administration, and the United States Department of Homeland Security), the State of Wyoming (including without limitation the Division of Criminal Investigation), the Cody (Wyo.) Police Department, the Powell (Wyo.) Police Department, and all agents, officers, and employees thereof (collectively, the Released Parties).

10. Claimant Scott M. Lewis agrees to hold the Released Parties harmless from any and all claims of third parties pertaining to the Defendant-Property.

11. Claimant Scott M. Lewis does not dispute the government's assertion that it had reasonable cause for the seizure and arrest of all the Defendant-Property and agrees that the Court may enter a certificate of reasonable cause under 28 U.S.C. § 2465(a)(2) as to the Defendant-Property upon entry of judgment or at any time thereafter if requested by the United States.

12. Claimant Scott M. Lewis agrees not to assist any other individual of entity in any effort to contest falsely the forfeiture of the Defendant-Property.

13. This written stipulation contains the entire agreement between Claimant Scott M. Lewis and the United States of America.

14. The Court shall retain jurisdiction in this cause for the purpose of enforcing the terms of this stipulation for compromise settlement.

15. This Stipulation may be executed in several counterparts with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Respectfully submitted

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SCOTT MICHAEL LEWIS
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